

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

SANDRA L. ADAMS,

Debtor.

TREESDALE COMMUNITY  
ASSOCIATION, INC.

Movant.

v.

SANDRA L. ADAMS,

and

RONDA J. WINNECOUR, ESQUIRE,  
TRUSTEE,

Respondents.

Case No. 20-20536-GLT

Chapter 13

Hearing Date and Time:

July 27, 2020 at 9:00 AM

**OBJECTION OF TREESDALE COMMUNITY ASSOCIATION, INC.  
TO CONFIRMATION OF THE DEBTOR'S AMENDED  
CHAPTER 13 PLAN DATED JUNE 30, 2020**

Movant, Treesdale Community Association, Inc. (hereinafter referred to as the "Association" or "Movant") by and through its attorneys, Thomas H. Ayoob III & Associates, LLC, Thomas H. Ayoob, III, Esquire, and Matthew Junker, Esquire, hereby objects to confirmation of the Debtors' Amended Chapter 13 Plan Dated June 30, 2020 (the "Plan"), averring as follows:

1. Movant is a homeowners' association, which is organized and governed by the "Declaration of Covenants, Conditions, and Restrictions for Treesdale" (the "Declaration") as recorded in the Recorder's Office of Butler County at Record Book 1980, Page 251.

2. Debtor, Sandra L. Adams is an owner of property located at 101 Greenview Court, Gibsonia, PA 15044 (the "Property").

3. The Property is subject to the Declaration, and pursuant to the Declaration, Debtor is a member of the Association.

4. Article X of the Declaration and the Uniform Planned Community Act (the "Act") at

68 Pa. C.S.A. § 5315 require the Debtor to pay fees, assessments, and charges owed to the Association.

5. Association assessments are secured liens on real property pursuant to the Declaration and the Act at 68 Pa. C.S.A. § 5315.

6. On March 23, 2020, Movant filed a Proof of Claim in the amount of \$10,020.01.

7. The Plan currently proposes payment to Movant in the amount of \$10,020.00 for pre-petition arrears. A copy of the Plan is attached hereto as Exhibit “A”.

8. The Plan provides for payments over a period of eighty-four (84) months, which is seven (7) years.

9. Pursuant to 11 U.S.C. § 1322(d), the maximum period of a Chapter 13 bankruptcy is five (5) years.

10. Debtor is also responsible for quarterly homeowners’ association assessments to the Movant in the amount of \$210.00, which equates to \$70.00 on a monthly basis.

11. The Plan fails to cure the delinquency and to provide for maintenance of payments pursuant to 11 U.S.C. § 1322(b)(5).

12. The Plan violates 11 U.S.C. § 1322(d) by providing for a payment period in excess of five (5) years.

13. The Plan violates 11 U.S.C. § 1325(a)(5)(B)(ii) by not providing for Movant to receive the full value of its claim.

14. Additionally, Debtor has made no payments on ongoing post-petition Association assessments.

15. Movant objects to the Plan as it is underfunded, is for an impermissible term, and does not provide for full payment of arrears or for payment for ongoing Association assessments to

Movant. The Plan should be amended to provide for payment over a maximum term of five (5) years and to fully fund and pay the arrears identified in Movant's Proof of Claim and ongoing Association assessments to Movant or confirmation should be denied.

WHEREFORE, Treesdale Community Association, Inc. respectfully requests that this Honorable Court deny confirmation of the Debtors' Amended Chapter 13 Plan Dated June 30, 2020, absent a modification to the Plan to provide for payment over a maximum term of five (5) years, to include full payment owed to Treesdale Community Association, Inc. as identified in its Proof of Claim, and to include payment of ongoing monthly homeowners' association assessments to Treesdale Community Association, Inc. in the amount of \$70.00.

Respectfully submitted,

THOMAS H. AYOOB III & ASSOCIATES, LLC

By: /s/ Matthew Junker  
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